

# **DISA Acquisition Deskbook**

## **CONTRACTING OFFICER'S REPRESENTATIVE/TASK MONITOR (COR/TM)**



**February 2000**



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## I. INTRODUCTION

This deskbook provides supplemental Agency procedures/guidance about Contracting Officer's Representatives (CORs) and Task Monitors (TMs). The latest edition of this deskbook can be found at <http://www.disa.mil/d4/newdsk.shtml>. Controlling procedures/guidance are found in the Defense Federal Acquisition Regulation Supplement (DFARS) [Part 201.602-2](#); and Defense Information Systems Agency Acquisition Regulation Supplement (DARS) [Part 1.602-2-90](#). In addition it provides samples to both experienced and new CORs and TMs for use in performing their duties.

For the purposes of future updates, this deskbook is consistent with Federal Acquisition Regulation (FAR) (through Federal Acquisition Circular 97-13); DFARS (through DFARS Change Notice 19990819); and DARS (through DISA AC 97-09 and 97-14). The FAR, DFARS and DARS are accessible on the [D41 homepage](#). In the case of any conflicting guidance between these documents and this deskbook, the other documents take precedence.

FAR Part 1.602, DFARS 201.602 and DARS 1.602 must be read in conjunction with this deskbook. While some policy contained in the above documents maybe repeated when considered necessary, most wasn't in order to comply with the Paperwork Reduction Act. For example, see the documents at the definitions, roles, responsibilities, training requirements, limitations.

### A. REASON FOR DESKBOOK

The roles of the COR and TM are extremely important to the success of DISA contracts. The COR and TM serve as the eyes and ears of the Contracting Officer (CO) to make sure the Government receives quality goods and services

- on time
- within the agreed upon price, and
- meeting contract or order requirements

**The COR and TM  
serve as the eyes  
and ears of the  
CO.**

The duties of a COR or TM should be taken seriously. Without successful monitoring by the COR or TM the Government can lose thousands of dollars in

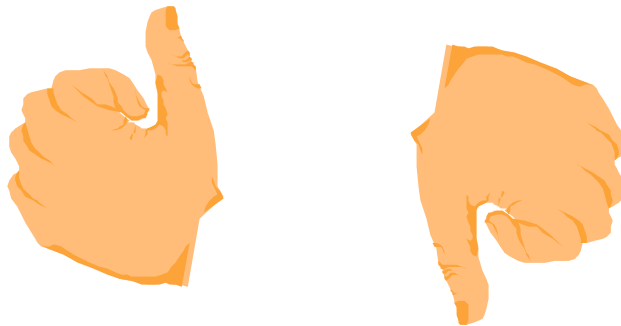
- products and services that are
- unacceptable
- unwanted, or
- inferior,
- improperly acquired (i.e. unauthorized commitments) or
- prematurely terminated contracts or orders.

**A TM is essentially the same as a COR but at the task order level.**

The definition of a CO with a description of the responsibilities and roles is located at [FAR Part 1.602](#); [DFARS Part 201.602](#); and [DARS Part 1.602](#). The definition of a COR is at [DFARS Part 201.602](#) and [DARS Part 1.602-2-90](#). The definition of a TM (a DISA term), with a description of the roles, is located [DARS Part 1.602-2-90\(a\)](#).

#### **B. COR's AND TM's DOs AND DON'Ts**

This is not an all-inclusive list and should not be used as a substitute for good common business sense. It is designed to provide the more common dos and don'ts. It can be used as a guide in the performance of COR/TM duties.



**\*\*\*\*\* DO \*\*\*\*\***

READ THE CONTRACT AND/OR ORDER!

KNOW THE ETHICS RULES FOR EXECUTIVE EMPLOYEES

ANALYZE AND PLAN FOR PROGRAM NEEDS AND CONTRACT/ORDER  
ACTIONS

SUPPORT THE CONTRACTING OFFICER

ATTEND TO AND ACT UPON EMERGENCIES IMMEDIATELY

ENSURE YOUR SUCCESSOR IS FULLY INFORMED

**\*\*\*\*\* DON'T \*\*\*\*\***

ACCEPT DESIGNATION WITHOUT THINKING ABOUT ITS  
RESPONSIBILITIES

OBLIGATE THE GOVERNMENT OUTSIDE THE SCOPE OF THE  
CONTRACT/ORDER

DISCUSS MATTERS NOT SPECIFICALLY RELATED TO OR WITHIN THE  
PARAMETERS OF THE CONTRACT/ORDER

CREATE THE APPEARANCE OF AN EMPLOYEE/EMPLOYER OR A  
PERSONAL SERVICES RELATIONSHIP WITH THE CONTRACTOR

CAUSE DELAYS IN CONTRACT/ORDER PERFORMANCE EITHER  
THROUGH ACTIONS TAKEN OR INACTION

CREATE THE APPEARANCE OF IMPROPRIETY OR FAVORITISM

**\*\*\*\* DO \*\*\*\***

## **READ THE CONTRACT/ ORDER**

- Maintain a copy of the contract, order and modifications readily available and be familiar with and understand all facets of the contract.
- Be sure to understand it completely.
- Keep a copy of your letter of designation.
- Work with the contractor, within your authority, as needed to ensure contract or order compliance.
- Provide periodic documentation to the CO about the contractor's progress.

## **KNOW ETHICS RULES FOR EXECUTIVE EMPLOYEES**

- Take required ethics training. Seek advice from the Designated Agency Ethics Official Code D01 and CO whenever you have questions regarding conflict of interest.
- Avoid taking any action with a contractor that could be construed as favoritism or that could create an appearance of conflict of interest.

## **ANALYZE AND PLAN FOR PROGRAM NEEDS AND CONTRACT ACTIONS**

- Analyze and plan the timing, sequence and impact of program needs, and contract or order actions.
- Attend all scheduled meetings between the CO and the contractor.
- Monitor the contractor's work to ensure high quality performance within the time and cost parameters stated in the contract or order.
- Assure that the contractor is providing timely response to all correspondence.
- Assure satisfactory subcontractor performance by observing the contractor's surveillance.
- Have regular and frequent contact with the contractor to become aware of any potential concerns.
- Review financial reports to watch burn rates. The sooner high or low burn rates are detected, the sooner required funding adjustments can be made.
- Validate that unsatisfactory contractor performance is corrected.
- Ascertain that Government property is being used properly and that appropriate measures are being taken to account for and safeguard it.
- Verify that the contractor has the correct personnel performing the contract or order work and verify that a need exist for overtime.



- Follow-up on corrective actions by the contractor as recommended by an authorized inspector(s).
- Give notice of technical compliance or non-compliance (technical direction) to the contractor in writing or, if orally, follow-up with a written confirmation. Provide copy of the notice to the CO.
- Document significant actions, conversations, or other occurrences as they happen.

## **SUPPORT THE CONTRACTING OFFICER**

- Keep the CO fully informed and current on major problems concerning the contractor's performance, costs, or adherence to the contract and orders.
- Respond to the CO's requests for information, facts, opinions, positions, in a timely and thorough fashion.
- Provide periodic documentation to the CO about the contractor's progress.
- Maintain a separate file for documenting actions taken in accordance with your designation.

## **EMERGENCIES REQUIRE IMMEDIATE ACTION**

- Ensure that all emergencies are attended to and resolved immediately.

## **ENSURE YOUR SUCCESSOR IS FULLY INFORMED**

- Ensure that successor is nominated in sufficient time to allow the CO to check qualifications.
- Thoroughly brief your successor both verbally and in writing.

### **\*\*\*\*\* DON'T \*\*\*\*\***

## **DON'T ACCEPT DESIGNATION WITHOUT THINKING ABOUT RESPONSIBILITIES**

- Sign your designation letter unless you have taken the required training and fully understand the scope of your designation.
- Accept a designation as a COR/TM if there is an apparent conflict of interest.
- Exceed your authority as expressed (and limited) in your letter of designation.

# **DON'T OBLIGATE THE GOVERNMENT OUTSIDE SCOPE OF THE CONTRACT/TASK ORDER**

- Authorize a contractor to start work on a new contract, order or modification.
- Obligate, in any way, the payment of money by the Government.
- Make a final decision on any matter that would be subject to appeal under the Disputes clause of the contract.
- Interfere with the contractor's ability to continue to do his work.
- Monitor the contractor too closely.
- Approve work that is not in conformance with the contract or order requirements.
- Make a final determination of contractor liability for loss or damage to Government property.
- Knowingly permit the contractor to proceed with work outside the scope of the contract or order.
- Grant extension of time.

## **DON'T DISCUSS MATTERS NOT DIRECTLY AFFECTING THE CONTRACT/TASK ORDER**

- Discuss new proposed effort or encourage the contractor to perform additional effort on an existing contract or order.
- Hold discussions with offerors unless authorized by, or in the presence of, the CO.
- Discuss information received on a competitive procurement with anyone who does not have a need to know.
- Demand or instruct the contractor to change the work or delivery schedule during contract or order performance without CO authorization and/or change order.
- Divulge any sensitive or proprietary information.

## **DON'T CREATE AN EMPLOYEE/EMPLOYER RELATIONSHIP WITH THE CONTRACTOR**

- Tell the contractor how to carry out his/her responsibilities within any facet (technical, management, cost, or provisions) of the contract or order.
- Create an employer-employee relationship with contractor personnel through supervisory or administrative practices.

- Become involved in contractor's business affairs not covered in the contract or order. This includes disputes with subcontractors, interpersonal conflict among contractor's employees and suspected contractor employee misdeeds.

**DON'T  
CAUSE DELAYS IN  
PERFORMANCE THROUGH  
ACTION OR INACTION**

- Commit the equipment, supplies, or personnel of the contractor for use by others.
- Delay or cause to be delayed any correspondence or reports that require immediate response from the contractor, the CO, or other Government officials.
- Offer to the contractor advice that may adversely affect contract or order performance, compromise the rights of the Government, provide the basis for a constructive change or impact any pending or future CO determination as to fault or negligence.

**DON'T  
CREATE THE  
APPEARANCE OF  
IMPROPRIETY**

- Accept special favors or gratuities from the contractor.

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## II. QUALIFICATIONS

### A. TRAINING REQUIREMENTS

#### 1. Initial COR Training

The requirements office nominates a COR/TM. Whether nominating a primary or alternate TM, all TMs must follow the same policy and meet all of the training requirements outlined in DARS 1.6 before nomination or designation.

**A prerequisite for to any nomination -- all CORs/TMs must successfully complete the FAI COR Mentor Course.**

Include all COR/TM training courses in your Individual Development Plan (IDP). See DISA Instruction 220-210-7 for IDP policy. DISA Form 348 (IDP) is available within the DISANet Standard Applications (Formflow).

As a prerequisite for any nomination/designation, all CORs/TMs must successfully complete the on-line Federal Acquisition Institute [\(FAI\) COR Mentor course](#). In addition, CORs/TMs are considered acquisition officials and must take the DISA on-line



"Annual Ethics Training" course offered under DISA D1's (Intranet) Training web page DISA D1's (Intranet) [Training web page](#).

If a COR/TM is being designated for the first time or has had minimal exposure to contracting and acquisition, it is recommended that he/she take the on-line ["Contracting Orientation Course."](#)

#### 2. Continuing Education Requirement

Refresher Training: Annual refresher training is required. CORs/TMs must annually take at least 6 (students choice) of the 18 modules offered by the on-line FAI COR Mentor Course at [FAI COR Mentor Course](#), unless the CO instructs otherwise.

**Annual refresher training is required.**

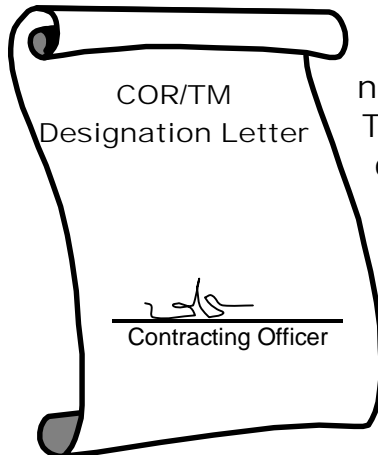
## B. NOMINATION

Nominations can be done on a memorandum addressed to the CO. See Attachment 1, for a sample.

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## C. DESIGNATION

The CO designates the COR/TM with a letter outlining the scope of the authority, including duties, responsibilities, and limitations. This letter delegates some but not all of the CO's authority to the COR/TM.



The designation is normally for a specific contract or order and will state in the letter how long it will be in effect. The COR/TM shall ensure that they fully understand this letter and keep it as a ready reference for the duration of their term. See Attachments 2 and 3, for samples. Further information concerning the designation letter found in [DARS Part 1.602-2-90\(a\)](#). A CO may

designate a COR/TM in other types of acquisitions. For example a multi-million dollar GSA Schedule delivery order for technical support services, a commercial item, simplified acquisition (purchase order) for services up to \$5 million, or even a non-commercial, simplified acquisition (purchase order) for services up to \$100,000. These designations, while they don't appear to fall into the traditional designations under contracts or orders, are made at the discretion of the CO.

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## D. SUPERVISOR'S PARTICIPATION IN CONTRACT ADMINISTRATION

Being designated as a COR/TM places unique demands on an individual and establishes a direct channel of communication between the CO and the COR/TM. The supervisor of an individual who has been designated as a COR/TM has an inherent responsibility to provide guidance to that individual; however, such guidance should not conflict with the CO's memorandum of designation to the COR/TM. The supervisor should ensure that the COR/TM has the personal support, resources, and time needed to perform his or her functions. The CO and the supervisor shall also ensure the COR/TM has had the appropriate training. By co-signing the acknowledgement attached to the COR/TM designation letter the



supervisor is endorsing and understanding the COR/TM's responsibilities and limitations.

Supervisor must address COR/TM responsibilities in job descriptions and performance standards. See [DARS Part 1.602-2-90\(d\)\(1\)](#), for COR/TM sample of critical elements.

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### **E. REPLACEMENT OR REVOCATION**

If a COR/TM must be replaced, the requirements office must submit a nomination for a COR/TM replacement in accordance with DARS 1.602. Any COR/TM designation may be revoked by the CO for failure to adhere to the conditions of the COR/TM's designation.

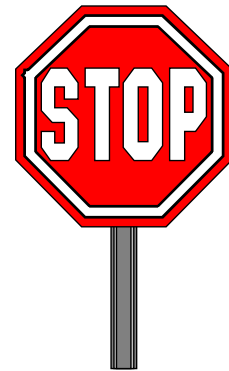
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## **III. REPOSNSIBILITIES**

### **A. LIMITATIONS ON COR/TM AUTHORITY**

The limitations of a COR's/TM's authority are determined by the delegation made in their designation letter. A COR/TM shall not in any situation direct the contractor to undertake any activity that will change the contract. Such as:

- Total price or estimated cost
- Product deliverables
- SOW
- Delivery dates
- Total period of performance
- Administrative provisions



See [DFARS Part 201.6](#); and [DARS Part 1.602-2-90\(e\)](#).

If a COR/TM exceeds their delegated authority, this may constitute an unauthorized commitment or cause a claim against the Government. An unauthorized commitment is an agreement that is not binding on the Government solely because the representative who made it lacked the authority to enter into that agreement. It may just as easily be caused by non-action when action is called for. For instance if a maintenance contract lapses without a renewal and the Government



**Exceeding delegated authority may be an unauthorized commitment.**

conducts business as usual with the vendor, then the COR/TM's failure to cease or to insure the maintenance contract is renewed is by default, an unauthorized commitment. An unauthorized commitment is a personal liability of the person who made it, if and until the Government decides to ratify that action. Ratification is the approval of an unauthorized commitment by an official who has the designated authority. Further information on unauthorized

commitments and ratifications can be found at [FAR Part 1.602-3](#) and [DARS Part 1.602-3](#). Additional guidance and practical examples of unauthorized commitments can be obtained by viewing the DISA Acquisition and Ethics videotape available for checkout at D41 (Judith Oxman), D1 (Wade Hannum), DITCO-NCR, DITCO-Scott, and GC (Roger Sabin).

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## **B. COR/TM WORKING FILE**

The COR/TM must set up and maintain a file for each contract or order being administered. The file's purpose is twofold: to provide easy access to technical contract information and work progress; and, to ease the transition to a new COR/TM, if necessary. Each file should be clearly indexed and should contain copies of the following materials:

**Proper documentation is essential for smooth contract operations.**

- Designation Letter
- Copy of the contract, orders and all modifications to them;
- COR needs to list TMs;
- Copy of the contractor's approved workplan, if required;
- Copies of all progress reports submitted by the contractor;
- Copies of all correspondence and synopses of telephone calls to and from the contractor;
- Interim and final technical reports or other products;
- Documentation of acceptability/unacceptability of deliverables;
- Documentation of on-site visit results;
- Copies of any memoranda regarding periodic performance affecting payment;



- Copies of all invoices/vouchers and a payment register indicating the balance of funds remaining;
- COR/TM's final assessment of contract or order performance; and
- Any other pertinent materials or information relating to actions taken in accordance with the designation letter.

Upon completion of all efforts and when all deliverables have been received, COR's/TM's records are forwarded to the CO for retirement with the official contract file.

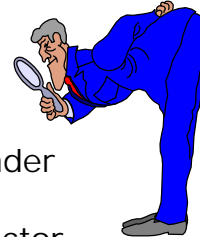
If the COR/TM generates any document, a copy shall be provided to the CO. Upon change of COR/TM, the official file shall be transferred in total to the newly designated COR/TM.

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## C. MONITORING TECHNICAL PROGRESS

### 1. Inspecting the Work

The best method for monitoring the contractor's work is through actual inspection. The "Inspection" clause in Government contracts gives the Government's authorized representative, who may be the COR/TM, the right to inspect and test what is being generated under the contract or order at all stages of performance and wherever the work is being conducted (i.e., both contractor and subcontractor work sites).



### 2. Technical Progress Report

a. The Technical Progress Reports compare actual to planned performance and indicate the progress made in accomplishing each contract or order task. The report should include relevant details for assessing the status of performance, i.e., a brief, factual summary description of the technical progress made. The format, delivery, and content of this and other deliverable reports are usually detailed in the Contract Data Requirements Lists (CDRLs).



b. The necessity for writing and analyzing progress reports provides both the contractor and the COR/TM with an opportunity to periodically evaluate the work in relation to contractual requirements.

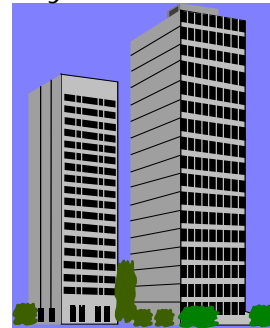
d. As the contract or order progresses, unforeseen technical difficulties may threaten on-time completion of the contract or

order. The progress report should indicate the specific task that is not progressing according to plan; the reasons for the difficulty; specific recommendations for remedial action; and the resources that will be required.

### 3. Visits To Contractor's Sites

a. If a contract or order is large, complex, or involves on-site performance, a site visit may be indispensable to check contractor performance. Site visits should be conducted jointly by the CO and the COR/TM; however as a practical matter, site visits are often delegated to the COR/TM. A site visit may be necessary to check actual against reported performance; inspect facilities and working conditions; and verify that personnel charged to a cost reimbursable contract are actually performing work under that contract.

b. A site visit is usually arranged in advance with the contractor. COR/TM shall use discretion in conducting site visits to ensure that no Government personnel are perceived as interfering in the contractor's operation.



### 4. Technical Direction

a. A means of directing contractor performance is through "technical direction", a concept used in cost-reimbursement contracts (i.e. CPFF,

**Technical  
direction  
cannot  
change the  
contract.**

CPAF, Labor Hour, Time and Materials – T&M). Because work statements in cost-reimbursement contracts are typically not specific enough to let the contractor complete the project without communication, the Government needs to have the ability to work closely with and guide the contractor along the most beneficial lines of effort.

Technical direction by the COR/TM constitutes direction by the Government to the contractor as to which areas (without changing the scope of the work) the contractor is to emphasize or pursue.

- Technical direction must not require the contractor to perform work different from that which he or she has agreed to do, nor may it change other provisions of the contract or order such as: deliverable due dates, total price or estimated cost, total period of performance, or any administrative provisions.
- Whenever the COR/TM provides technical direction, it is good practice to coordinate such direction in advance with the CO.

b. Technical direction is not done in a firm fixed-price contract because the contract should be set up where the contractor will not get paid till all of the services and/or deliverables (as originally specified in the contract) are complete.

## **5. Handling Unsatisfactory Performance**

### **General**

In a situation when the contractor's performance is delayed, inadequate, or both, CORs/TMs must understand the rights and responsibilities of both the Government and the contractor and should not take any actions that might be considered detrimental to either party.

Two principles govern conduct in these situations. First, when a delinquency appears imminent, prompt action must be taken to protect the Government's rights; and second, in administering a delinquent contract or order, don't do anything that might waive the Government's rights.

**Don't do anything that might be detrimental to either the Government or the contractor.**

The COR/TM should notify the CO at the earliest moment when, as a result of monitoring the contractor's progress, it appears that the contractor may become, or is in fact, delinquent. The CO will thus be prepared to take formal action dependent upon the facts.

Silence on the part of the COR/TM, when action is otherwise required to prevent the contractor from performing work (and the associated costs) which deviates from the stated requirements of the contract or order, can constitute an unauthorized commitment.

### **a. Initiating Corrective Action**

The COR/TM must take appropriate action to enforce any contract or order requirements that are not being met. The following are steps the COR/TM should take if the contractor is not complying with a specific requirement called for in the contract or order.

- Call the contractor's attention to the discrepancy and seek the contractor's voluntary commitment to remedy the failure. Then follow-up later to see if remedial action was taken.

- If the contractor disagrees that contract or order requirements are not being met, discuss the matter with the contractor to determine the basis for the contractor's position. Also, discuss the matter with the CO to see what course of action should be taken to resolve whether or not the contractor is complying with the contract or order. If it does not appear that the contractor's position has a reasonable basis, apprise your CO of the situation.
- If the departure from contract or order requirements continues, **and** if it appears that the contractor will not remedy his or her failure to do what the contract or order requires, then the COR/TM should consider recommending that the CO terminate the contract or order for default.

### **b. Dealing With Delinquency**

A delinquency occurs when a contractor fails to deliver products or make progress in accordance with the schedule set forth in the contract or order. When an actual or threatened delinquency occurs, the COR/TM must:

- Promptly notify the CO.
- 
- Determine the reason for the delay, and discuss it with the CO. Based on the facts, the CO will decide if the delay is excusable, and will determine an appropriate course of action.
  - If it is decided that the delay is excusable, the COR/TM should request that the CO issue a modification to change the contract or order period of performance/delivery schedule.
  - If the delay is not excusable and is attributable to the contractor, and there is no other recourse, the COR/TM may request the CO terminate the contract or order for default.

## **6. Monitoring Cost**

### **a. Financial Status Report**

- Financial status reports (often used in cost-reimbursement type contracts) provide a means of monitoring the contractor's expenditures and comparing costs incurred with technical progress. Significant differences between technical progress and the expenditure of resources (burn rates) often indicate problems in contract or order performance.



- The amount of detailed financial information needed depends on the type of contract or order, the nature of the work, and the method of payment. Financial reports are especially important on cost-reimbursement contracts for determining contractor progress.
- CORs/TMs should know the expected burn rate. Burn rate information may be found in the contract, proposal, the Government's IGCE, contractor deliverables, among other places. Any significant variation in burn rates should be evaluated promptly.

#### **b. Reviewing Vouchers**

- Contractors are required to periodically submit vouchers or invoices, i.e., requests for payment.
- If the contract requires COR/TM review, the COR/TM should review the vouchers/invoices to determine the validity of the costs claimed and relating total expenditures to the progress of the contract or

**Vouchers and invoices can indicate performance problems.**

order. This is particularly important under cost-reimbursement contracts, where a COR/TM can sometimes gain evidence of performance problems through examining the contractor's vouchers. If the rate of expenditure during the billing period is unusually high, this may disclose effort to overcome significant obstacles to progress. Information submitted to substantiate or explain costs may throw further light on

performance problems. Remember, however, that vouchers alone do not provide sufficient information for tracking financial progress. They should be reviewed in conjunction with the financial status reports.

(1) Questioning costs. Under cost-reimbursement type contracts, the Government is entitled to ask the contractor for information that is necessary to understand whether the charges billed are "necessary", "allocable", and "allowable" -- the basic tests that the contractor's costs must pass to be reimbursed. If it appears from charges billed that the contractor may be spending more than is reasonably necessary for certain parts of the work, the COR/TM should call the contractor for additional explanation or substantiation for those costs. If the additional information fails to establish that the contractor is proceeding in a reasonably efficient way, the COR/TM should discuss the matter with the contractor to make sure that there is not an equally effective alternative way to get the work done. If agreement cannot be reached, the COR/TM should consult with the CO.

(2) The right to disallow costs. While the contractor is entitled to latitude and exercise of judgment in managing the contract or order

work, the Government has the right to "disallow" and not reimburse the contractor for costs that are unreasonable in nature or amount. This right constitutes a powerful lever for persuading a contractor to manage efficiently. The more the contractor realizes that the Government is keeping a close watch on costs and is ready to raise questions where warranted, the more effective the power to disallow costs will be as an incentive for economical management by the contractor. It should be stressed, however, that only the CO may disallow costs. Any questions or problems with a contractor's vouchers should be brought to the CO's attention.

### c. Processing Vouchers/Invoices

- Government contracts contain a Prompt Payment clause which requires that payment be made within 30 days of acceptance of goods or services or the date of the designated billing office's receipt of a proper voucher, whichever is later. The Government pays interest if the 30-day deadline is not met.

- Because of the Prompt Payment Act implications, the COR/TM must review vouchers/invoices promptly and either approve them or, if the invoice is to be disputed, return the invoice to the contractor within seven (7) days. If an interest penalty is owed to the contractor, the penalty is absorbed within the Comptroller's funds. Non-availability of funds does not relieve the Government of the obligation to pay interest penalties.

**COR/TM  
must  
promptly  
review  
invoices.**

- The COR/TM is responsible for reviewing the vouchers/invoices to determine the validity of the costs claimed and relating total expenditures to the physical progress of the contract or order. If a problem is identified the payment office and the CO need to be notified.
- For contracts awarded at other than DITCO, Scott, where contract administration is retained and payment is made out of Defense Finance Accounting Service (DFAS), Pensacola, all invoices are initially sent to code "DC52" (rather than the COR/TM) so that there is more adherence to prompt payment concerns.



- For contracts awarded by DITCO, Scott, invoices are initially sent to DISA/DITCO/DTC4.



- For cost reimbursement contracts where contract administration is delegated to an Administrative Contracting Officer (ACO) at Defense Contract Management Command (DCMC), invoices are sent to Defense Contract Audit Agency (DCAA) and then to DFAS Columbus and not through the COR/TM. The contract should state that a courtesy copy of the invoice should be sent directly to the COR/TM as an oversight mechanism. For DCMC-delegated "T&M" contracts, only the first and last invoice are sent to DCAA. All other T&M invoices are to be sent directly to DFAS Columbus for payment.



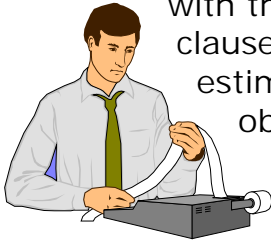
#### d. Limitation Of Cost Clause

- All cost-reimbursement type contracts (including T&M) should contain a clause entitled "Limitation of Cost (or Limitation of Funds)." The Government must reimburse the contractor for "best efforts" in completing the work within the total estimated amount.
- The "Limitation of Cost" clause requires the contractor to notify the CO, and provide a revised estimate of the total cost of the contract, whenever a contractor has reason to believe:
  - (1) The costs the Contractor expects to incur under the contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the contract; or
  - (2) The total cost for the performance of the contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- The contract should require that a copy of the notification should be provided to the COR/TM. This notification is a useful tool for identifying and dealing with potential problems.

#### e. Dealing with a Cost Overrun

- A cost overrun occurs when a contractor exceeds, without proper authorization from the CO, the estimated costs or the fund limitation of a cost-reimbursement contract. Cost overruns occur only in cost-reimbursement type contracts, since in fixed-price type contracts, the contractor is responsible for completion of the contract regardless of costs incurred.
- When the COR/TM becomes aware of an overrun situation, he or she should:
  - (1) **Not request** or **encourage** the contractor to continue work. Boards of Contract Appeals have held that such action will legally obligate the Government to reimburse the contractor for keeping on





with the work, notwithstanding the "Limitation of Cost" clause limiting the Government's obligation to the stated estimated amount. This constitutes an improper obligation of appropriated funds, an unauthorized commitment.

(2) Promptly **notify** the CO, the Program Manager/Acquisition Manager and the Resource Manager in the requirements office.

(3) **Decide** with the CO, Program Manager/Acquisition Manager and the Resource Manager in the requirements office on one of the following actions:

- (a) terminate the contract or order for the convenience of the Government before the overrun occurs;
- (b) modify the contract or order to decrease the technical effort in order to eliminate the need for additional funding; or,
- (c) increase the contract or order funding to permit completion of the work.

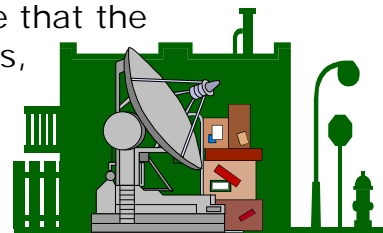
(4) If it is determined to complete the work and if additional funding is available, the COR/TM must **initiate** the Procurement Request Package and submit it to the CO for action.

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## D. ADMINISTERING OBLIGATIONS OF THE GOVERNMENT UNDER THE CONTRACT

### 1. Government Promises To Furnish Information or Property

- Once the Government identifies property in the contract or order that it must furnish to the contractor, the Government may become subject to a claim by the contractor for adjustment if the contractor is impacted by any delay in furnishing this GFP required for performance of the contract or order.
- The "Government Property" clause imposes a number of obligations on the contractor with respect to Government-owned property that has been placed in the contractor's possession for performing a contract or order. The COR/TM shall become familiar with all of the provisions of the clause to assure that the contractor is meeting these custodial obligations, including the duty, upon completion of the contract or order, to return or otherwise dispose of the property in accordance with the contract. At DISA property administration and accountability is delegated from D42 through



the agency Accountable Officers co-located at each DISA geographical site within the NCR. All property delivered by contractors, acquired by a contractor or turned in from a contractor at the end of a contract must be delivered to the DISA HQS warehouse (BLDG 15) so that it can be logged (bar-coded) into the DPAS and be monitored properly. It is imperative that all listed GFP be dispositioned immediately upon completion of a contract so that the closeout process is not delayed. Further information is located in [FAR Part 45](#); [DFARS Part 245](#) and [DARS Part 45](#).

- **Steps the COR/TM should take.** Examine the contract or order at the outset to see what, if any, data, equipment, or other property the Government has agreed to furnish the contractor. If property is to be furnished:

- (1) Find out what date, if any, is specified in the contract or order for delivering the property to the contractor. If no date is specified, find out when the contractor will need it in order not to impair his or her ability to meet the contract or order completion date.

- (2) Find out where the property is and see that arrangements are made to get it to the contractor on time.

- (3) Find out whether the property is in proper condition for use as intended. The sooner this is ascertained, the sooner repair, correction, or other action can be initiated on an informed basis rather than discovering the problem later when it is too late to avoid delaying contract or order completion.

- (4) Find out whether there are any special instructions or limitations regarding use of the property. If such instructions exist, see that they are furnished to the contractor along with the property.

## **2. Contractor Visits to Government Sites**

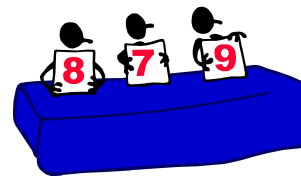
- Contractor visits to a Government site may be required during contract or order performance. Site visits may be required for reasons such as installation of equipment, training of Government personnel on systems and equipment being provided by the contractor as a part of the contract or order, for attendance at meetings, or for other types of services.
- Should such a visit be required, the contractor's security manager shall notify the COR/TM for concurrence with the proposed visit. After concurrence by the COR/TM the contractor's security manager shall contact the security office of the Government site being visited and transmit required security clearance information prior to the date of the visit.

### 3. AWARD FEE

- An award fee is a contract incentive customarily used under cost-reimbursement contracts (i.e. Cost Plus Award Fee (CPAF)) and sometimes under Fixed Price Award Fee (FPAF) contracts. Award Fee Plans are generally an appendix to the contract but may be included as a clause under sections G or H of the contract. Generally, award fee type contracts should only be instituted when the value of the contract is high enough to justify the administrative burden to conduct evaluations. These Plans are the responsibility of the PM/AM to prepare and the COR's/TM's assistance may be requested.



- The award fee panel should consist of mid-level personnel of the requirements office, as voting members, with the CO serving as a non-voting member. Award Fee Determining Official may be the CO or a senior level official appointed by the PM/AM. The COR/TM may be a panel member or an advisor. Attachment 4 has an explanation of the process. For more information concerning award fee see [FAR Part 16.404](#) and [FAR Part 16.405-2](#); and [DFARS Part 216.404](#), [DFARS Part 216.405-2](#) and [DFARS Part 216.470](#). For additional information on award fee contracts see <http://www.hq.nasa.gov/office/procurement/regs/afguideee.html>. Specifically, [Appendix b](#) contains information on performance incentives in hardware contracts.



### 4. Past Performance Information (PPI) Collection

The COR/TM is typically the assessor of the contractor's performance. This means they collect past performance information (PPI) and assess the contractor according to the method/frequency of collection set up by the CO under the basic contract. The assessment is done in accordance with [FAR Part 42](#); [DFARS Part 242](#); [DARS Part 42](#) and the DISA's [Collecting and Using Past Performance Information Deskbook](#). In award fee contracts the PPI assessment must be consistent with the award fee evaluation.

**The COR/TM typically assesses contractor performance.**

### 5. Security

#### a. DD 254

A COR/TM may have to complete a DD Form 254, Security Classification Specification. It is used when an upcoming acquisition

contains handling or access to classified information. Specific procedures are contained in the DISA [Industrial Security Program & DD Form 254, Contract Security Classification Specification Implementation Guide Deskbook](#). The form is available on DISANet Formflow. DD Form 254s are processed through D16 (Security) for facility clearance and a copy is included in the PR package. The CO incorporates the form into the contract or order once the D16 initials are placed in the remarks section in the adjoining DISA Form 173.

#### **b. Automated Information Sensitivity Levels**

- Information on Automated Information Sensitivity Levels is contained in the DISA [Industrial Security Program & DD Form 254, Contract Security Classification Specification Implementation Guide Deskbook](#), Appendixes C, D, and E.
- Department of Defense Regulation 5200.2-R, DoD Personnel Security Program, requires DoD personnel, as well as DoD consultant and contractor personnel who perform work on sensitive automated information systems (ISs), to be assigned to positions which are designated at one of three sensitivity levels (ADP-I, ADP-II or ADP-III). At DISA, only the ADP-I and ADP-II levels are used, and these designations equate to Critical Sensitive and Non-critical Sensitive. The sensitivity level required for the work to be performed will be detailed in the contract or in each order.
- Personnel occupying ADP-I and ADP-II positions require completed investigations prior to assignment to sensitive duties associated with the position. The contractor shall be instructed to forward employee clearance information to D16. The COR/TM shall validate the requested levels, prepare an endorsement memorandum and forward the package to DISA Security for processing.

#### **c. DISANet Access**

COR/TM must authorize contractor access to the DISANet. In order to authorize a contractor employee to use the DISANet the COR/TM must submit a Requirements Identification Document (RID) to establish an account. The RID must include the contractor employee's name, the contract/order number and the expiration date of the contract/order.

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## E. CONTRACT MODIFICATIONS

### GENERAL

- a. During the life of a contract or order, it may become necessary to alter the terms of the contract or order to incorporate new requirements or resolve problems that develop after contract or order award. When that is the case, the CO must issue a formal contract or order modification.

**Only the CO is authorized to modify a contract.**

b. Contract or order modifications are any written alteration in the specifications, delivery point, date of delivery, contract or order period, price, quantity, or other provisions of an existing contract or order.

#### 1. Supplemental Agreement

This is a bilateral modification signed by both the contractor and the contracting officer. Supplemental agreements are used to make negotiated equitable adjustments resulting from the issuance of a change order, reflect other agreements or the parties modifying the terms of a contract or order, and to definitize letter contracts or orders.

#### 2. Administrative Changes

An administrative change is a unilateral contract or order change, in writing, that does not affect the substantive rights of the parties (such as a change in the paying office or the appropriation data). A unilateral modification that is signed only by the contracting officer and is used for such things as making administrative changes, issuing change orders, making changes authorized by other clauses (e.g., Property clause, Options clause, Suspension of Work clause) of the contract or order, and issuing termination notices.

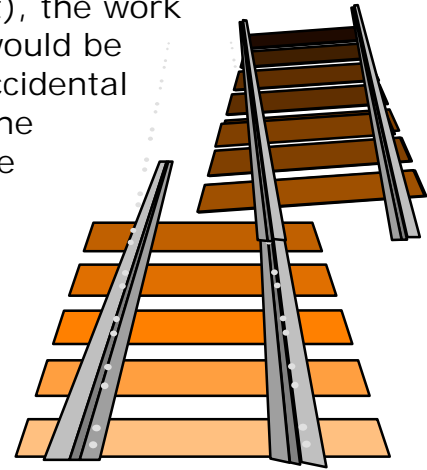
#### 3. Constructive Changes

- The term "constructive change" derives from the verb "to construe" and not from "to construct." A "constructive change" is a situation that can be construed as having the effect of a change order. A "constructive change" arises when, by informal action or inaction by the Government, the contractor's situation is so altered that the effect is as though a change order had been issued.

- The following are the most common reasons for the occurrence of constructive changes:

(1) **Defective specifications.** If a specification is defective and a reasonable review prior to preparation of the bid or proposal would

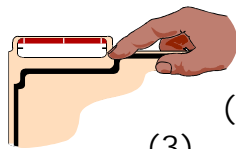
not disclose the defect (i.e., the defect is latent), the work is made more difficult for the contractor than would be expected. Adding a work requirement in this accidental manner is tantamount to making a change to the specifications and results in an obligation by the Government to make the same equitable adjustment that would be made under the Changes clause. The same holds true when defective specifications make performance impossible.



(2) **Improperly interpreted specifications.** If, during the course of contract or order performance, questions arise concerning the meaning of the specifications or other contract or order terms, the contractor is required to inquire of the Government as to the meaning. The Government's interpretation may differ from that of the contractor. Under the Disputes clause, the contractor must comply with any "final decision" of the CO. Later, this disagreement may be subject to review by an Agency Board of Contract Appeals or a Claims Court. If it is determined that the Government has required more than a reasonable reading of the specifications would require, then the contractor is entitled to an adjustment.

(3) **Overly strict inspection.** An inspection can become a constructive change when the COR/TM, in the role of inspector, rejects and requests corrections that are outside of the scope of the contract or order. If the contractor then makes those corrections, the contractor may later make a claim for the additional work. If it is determined that the initial delivery was not defective, the adjustment will be under the principles of constructive change.

(4) **Improper technical direction.** CORs/TMs by either exceeding or ignoring the limits of their authority can create a constructive change. Contractors will often comply with improper orders for "free" services to maintain the goodwill of the COR/TM.



- **Avoiding Constructive Changes.** In order to avoid constructive changes, the COR/TM should:
  - (1) Ensure the SOW has no ambiguities.
  - (2) Know the requirements of the contract and order.
  - (3) Keep proper records. Be especially careful to document interim and final inspections, and identify specific problems in writing.

#### 4. Options

- An option is a unilateral right contained in a contract by which, for a specified period of time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term (period of performance) of the contract.

- The contract shall specify limits on the purchase of additional supplies or services, or the overall duration of the term of the contract, including any extension. The contract shall state the period within which the option may be exercised. The option exercise period shall be set to provide the contractor with adequate lead-time to ensure continuous performance.
- For information on option exercise package preparation see [DARS Part 17-207](#).

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## F. REMEDIES AVAILABLE TO THE GOVERNMENT

### 1. Withholding Payments

**The COR/TM must notify the CO of any deficiencies.**

- All Government contracts contain a clause allowing the Government to withhold payments. A contractor's failure to submit a report or to perform or deliver services or work when

required by the contract or order is a deficiency in performance. The COR/TM must notify the CO of any deficiencies. The CO will generally issue a formal cure notice, which includes a statement that contract payments will be withheld if the deficiency is not "cured" or is not determined to be excusable.

- When determination is made to withhold contract payments, the CO will notify the contractor in writing that payments have been suspended until the deficiency or failure is cured.

**The CO will notify the contractor in writing of any determination to withhold payments.**

### 2. Terminations

- Situations may arise when the work contracted for does not run to completion. The COR/TM must keep the CO abreast of all situations affecting contract or order performance. Two standard contract clauses are designed to cover this eventuality: the "Termination for Convenience of the Government" clause and the "Default" clause. No matter which type of termination is issued, or the extent of the



terminated portion of the work, the decision to terminate is a unilateral right of the Government (only through the CO).

- Both types of terminations can be either partial or complete; that is, all or any part of the work can be subject to the termination. The contractor must complete the portion that is not terminated. The contractor has no contractual right not to continue with the remaining work.

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## **G. CLOSEOUT**



At the completion of a contract or order the COR/TM will supply the CO with closeout documentation. For service contracts, this should be a final contract Deliverable Evaluation Report - DISA Form 245, in accordance with DISAI 260-70-3).

After the CO receives the COR/TM's closeout documentation, he or she will initiate administrative closeout actions, such as, requesting final audits, negotiating final settlements. The COR/TM must assist the CO with respect to providing information and/or recommendations, as required.



## GLOSSARY

Additional terms and acronyms can be found at <http://www.dsmc.dsm.mil/pubs/glossary/preface.htm>.

**Acceptance** – The act of an authorized representative of the Government by which the Government, for itself, or as agent of another, assumes ownership of existing identified supplies tendered, or approves specific services rendered, as partial or complete performance of the contract or order on the part of the contractor.

**Amendment** – Change made to a solicitation.

**Blanket Purchase Agreement (BPA)** - Simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources. Bidder's List/Source List - List of prospective contractors.

**Cardinal Changes** - Modifications to an existing contract or order which are beyond the general scope of that contract or order and are so extensive that a new procurement should be used.

**CDRL** – See Contract Data Requirements List DD1423.

**Changed Conditions** - Construction site/repair conditions that differ significantly from conditions indicated in the contract or conditions ordinarily encountered in the performance of the type of work in the contract.

**Change Order** – A unilateral order, signed by the Government contracting officer, directing the contractor to make a change that the Changes clause authorizes without the contractor's consent.

**Claim** – Assertion by one of the contracting parties seeking adjustment or interpretation of an existing contract subject to the dispute clause on the contract.

**Commerce Business Daily (CBD)** – Publication of the Department of Commerce in which the Government publicizes a potential buy (a "synopsis") to notify interested vendors.

Competition - An acquisition strategy whereby more than one contractor is sought to bid on a service or function; the winner is selected on the basis of criteria established by the activity for whom the work is to be performed. The law and DoD policy require maximum competition throughout the acquisition life cycle.

Competitive Range - Those proposals, which, after evaluation by the TEP, have a reasonable chance of receiving the award, both from a technical and cost standpoint.

Constructive Change - A contract change without formal written authority.

Contract - An agreement between two or more legally competent parties, in the proper form, on a legal subject matter or purpose and for legal consideration.

Contract Administration - All the activities associated with the performance of a contract from award to close-out.

Contract Data Requirements List DD1423 (CDRL) – A DD Form 1423 list of contract data requirements that are authorized for a specific acquisition and made a part of the contract.

Contract Modification - Any written alterations in the specifications, delivery point, date of delivery, contract or order period, price, quantity, or other provision of an existing contract or order.

COR/TM Database - A database that lists of all DISA CORs and TMs whether internal or external to DISA. The requirement for this database is from DARS 1.6.

Cost Estimate - A judgment or opinion regarding the cost of an object, commodity, or service. A result or product of an estimating procedure which specifies the expected dollar cost required to perform a stipulated task or to acquire an item. A cost estimate may constitute a single value or a range of values.

Cost-Reimbursement Contract – In general, a category of contracts whose use is based on payment by the Government to a contractor of allowable costs as prescribed by the contract. Normally only "best efforts" of the contractor are involved, such as cost, cost sharing, cost-plus-fixed fee (CPFF), cost-plus-incentive fee (CPIF), and cost-plus award fee (CPAF) contracts.

Cure Notice - A document the CO sends to a contractor to notify the contractor that the contract or order may be terminated by reason of default if the condition endangering performance of the contract or order is not corrected.

Delivery Order (DO) - An order placed against an existing contract.

Determinations and Findings (D&F) – A special form of written approval by authorized officials required by statute or regulation as prerequisite to taking certain contracting actions.

Excusable Time Delay - Failure to perform which is beyond the control and without fault or negligence of the contractor.

Firm Fixed-Price Contract - Provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This type of contract places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. Provides maximum incentive for the contractor to control costs, and imposes a minimum administrative burden on the Government.

Federal Supply Schedule (FSS) - Publications containing information necessary to place DOs with contractors against General Services Administration or Veterans Administration contracts.

Federal Supply Class – Numeric assignment of classes of supplies, services, and construction. Used to identify appropriate GSA Schedules.

GSA Schedules - Provides agencies with a simplified process for obtaining commonly used supplies and services that have been traditionally obtained by conventional contracts.

Indefinite-Quantity Contract (IDIQ) - A contract used for procurements in which the exact number of deliverable items is not known at the time of contracting. The contract provides for a minimum and maximum amount of goods/services that may be ordered under the contract.

Inspection - The examination and testing of supplies and services to determine whether they conform to contract or order requirements.

Invitation for Bid (IFB) – A solicitation document used in sealed bidding.

Labor-Hour Contract - A contract that provides for the procurement of property or services on the basis of direct labor-hours at specified, fixed hourly rates (which include direct and indirect labor, overhead, and profit).

Letter Contract – New procurement action entered into by the Government for which contractual terms, specifications, or price are not agreed upon before performance is begun. The letter contract awaits negotiations to definitize prices.

Level-of-Effort Contract – Effort of a general or supportive nature which does not produce definite end products or results, i.e., contract for man-hours.

Market Survey - The collection and analysis of information about the entire market available to satisfy the minimum need.

Modification - See Contract Modification.

Order – See Delivery Order and Task Order

Protest - A concern over the award of a contract, submitted to Government Accounting Office (GAO) or Procuring Contracting Office (PCO).

Purchase Request (PR) - A request to a contracting activity to obtain supplies, services, or construction. This is usually accomplished with a, DISA Form 94.

Request for Proposals (RFP) – A solicitation used in negotiated acquisition to communicate government requirements to prospective contractor and to solicit proposals.

Request for Quotations (RFQ) – A solicitation used in negotiated acquisition to communicate government requirements to prospective contractors and to solicit a quotation. A response to an RFQ is not an offer, however, it is informational in character.

Requirements Office - This term is synonymous with all DISA requirements codes (e.g., Directorates, DISA-PAC, DISA-EUR, DMCs, Telecommunications Certification Office).

Responsible Bidder – A bidder who has the technical and financial capacity to secure the necessary resources to deliver the goods or services.

Responsive Bid - A bid that conforms exactly to the requirements in the IFB.

Sealed Bidding - Acquisition by competitive IFB. This method of procurement requires that specifications be written describing the requirements of the Government clearly, accurately, and completely, so that the evaluation of bids can be based on the lowest bid submitted by a responsive and responsible bidder.

Show Cause Letter - A document the CO sends to a defaulting contractor to notify the contractor that the contract or order may be terminated by reason of default unless the contractor can prove in 10 days that the condition was not their fault.

Solicitation – An IFB or RFP.

Specifications (Specs) – A document used in development and procurement which describes the technical requirements for items, materials, and services including the procedures by which it will be determined that the requirements have been met. Specifications may be unique to a specific program (program-peculiar) or they may be common to several applications (general in nature).

Statement of Work (SOW) – That portion of a contract or order which establishes and defines all nonspecification requirements for contractors efforts either directly or with the use of specific cited documents.

Synopsis - The announcement in the CBD required for certain types of impending or awarded procurements.

Task Order (TO) – An order (DD 1155 or the commercial item acquisition counterpart SF 1449) awarded against an existing contract for the delivery of services. It falls under the provisions of FAR Part 16.5 that discusses multiple-award, "fair-opportunity-for-consideration" procedures.

Technical Evaluation Panel (TEP) - One or more technical staff members designated by the requirements office to evaluate technical

proposals, discuss the work with all offerors, and prepare a selection recommendation.

Termination for Convenience - A contract clause designed to give the Government a unilateral right to terminate the contract or order when it no longer needs or requires the products or services.

Termination for Default - A contract clause which allows the Government to terminate a contract or order when the contractor fails to perform or fails to make progress so as to endanger performance.

Time-and-Materials Contract - A contract that provides for payment of supplies and services on the basis of incurred direct labor hours (at fixed rates) and materials (at cost).

Unauthorized Commitment - An agreement that is not binding on the Government solely because the representative who made it lacked the authority to enter into that agreement.

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ARNET (Joint Effort of the National Performance Review and Office of Federal Procurement Policy)

<http://www.arnet.gov/index.html>

COR Listing (Database):

Netscape must be in use to access the database.

<http://www.ditco.disa.mil/asp/news.asp>, then go to "DISA Scott Intranet." Select "CO Representative Listings." Updated on a 60-day schedule, database is "read only" and reflects all CORs under current designation, organizational code, designating office code, contract number, date of designation, date of basic training, and date of refresher training.

D4 Homepage:

<http://www.disa.mil/d4/conpage.html> contains the following:

- DISA Acquisition Regulation Supplement (DARS): DISA's acquisition-related policy that impacts the Agency.
- DISA Acquisition Circulars (DISA ACs): Revisions to the DARS.
- DISA Acquisition Deskbooks: Acquisition-related procedures that impact the Agency. For example: Collecting and Using Past Performance Information Deskbook.
- Electronic Policy Advisories: EPAs disseminate expedited Letters issued by the Office of the Under Secretary of Defense (Acquisition and Technology), Director of Procurement (OUSD[A&T]/DP) or issue pertinent Agency acquisition advisories. EPAs are not numbered.
- Acquisition-related Current Events
- List of Acquisition Liaisons
- Frequently Asked Questions
- Button bars that take you to numerous other cites. For example: DISA's Past Performance Tool, FAR/DFARS, Defense Acquisition

Deskbook, DOD Publications, DISA contracts, contractor opportunities, etc.

Data Item Descriptions (DIDs):

"Data Item Description Page" and "CDRLs."

The Department of Defense, Defense Standardization Program Office is continuing to populate the ASSIST database with copies of DIDs. Until such time as they are all in ASSIST, you can access many DIDs at the following website: ([http://www.acq.osd.mil/sa/se/cm&dm/cmdm\\_info/dids/dids.html](http://www.acq.osd.mil/sa/se/cm&dm/cmdm_info/dids/dids.html)). Once all DIDs are in ASSIST, that website will no longer be maintained and the ASSIST database will be the only official source of DIDs. Information about ASSIST can be found at the following URL (<http://astimage.daps.dla.mil/online/>). Registration is quite simple and many of the DIDs are already loaded in the system.

DISA's Training Homepage:

<https://datahouse.disa.mil/training.html>

DoD Specifications and Standards Homepage:

<http://www.dsp.dla.mil>

All about DoD standardization; key POCs; FAQs; Mil-Spec Reform; newsletters; training; non-government standards; links to related sites.

Federal Acquisition Jump Station:

<http://nais.nasa.gov/fedproc/home.html>

Procurement and acquisition servers by contracting activity; CBDNet; Reference Library.

Federal Acquisition Virtual Library:

<http://www-far.npr.gov/References/References.html>

Provides links to numerous other Federal Acquisition Resources on the World Wide Web. For example, FAR, laws, regulations, executive orders, EC, market research, OFPP, Defense Acquisition Deskbook

Fedworld Information:

<http://www.fedworld.gov>

Comprehensive central access point for searching, locating, ordering, and acquiring government and business information.

GSA Advantage:



<http://www.fss.gsa.gov>

GSA site for products and services.

Government-Industry Data Exchange Program (GIDEP):

<http://www.gidep.corona.navy.mil>

Federally funded co-op of government and industry participants that provides an electronic forum to exchange technical information essential during research, design, development, production and operational phases of the life cycle of systems, facilities and equipment.

Library of Congress:

<http://www.loc.gov>

Public laws; legislation; vetoed bills; Congressional Internet services.

Market Research:

a. <http://www.imart.org/index.html>

b. <http://www.faionline.com>

Consists of two "duties" (modules) focused on the process to collect, organize, analyze, present, and maintain data for the purpose of maximizing the capabilities, technology, and competitive forces of the marketplace.

Access via FAI's "Campus Map" to "Administration Building, #5," and select "Course Catalogue" where the drop-down menu reveals the course title ("Market Research for Acquisition Officers").

c. <http://www.acq.osd.mil/dau/train.html>

Access via "Training" then "Market Research."

Office of Under Secretary of Defense for Acquisition and Technology

<http://www.acq.osd.mil/>

ACQWeb offers a library of Defense acquisition and technology documents and jump points to many other valuable sites

Small Disadvantaged Business and 8(a) Firms:

<http://pro-net.sba.gov/pro-net/search.html>

Used to locate small businesses using the Standard Industrial Codes and various other identifiers including the company's name.

Standard Industrial Codes:

<http://www.sba.gov/regulations/siccodes/>

Used to locate product number for supplies & services (e.g., 3577 computer paper tape punchers and devices, computer peripheral equipment).

TM Listing (Database):

Netscape must be in use to access the database.

<http://www.ditco.disa.mil/asp/news.asp>, then go to "DISA Scott Intranet." Select "Task Monitor Listings." Updated on a 60-day schedule, database is "read only" and reflects all TMs under current designation, organizational code, designating office code, contract number, date of designation, date of basic training, and date of refresher training.

Year 2000 - Meeting the Challenge:

<http://www.disa.mil/cio/y2k/cioosd.html>

Provides POCs, policy, management plans, compliance, DISA Checklist, best practices, etc.

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# ATTACHMENTS

## ATTACHMENT 1

### COR/TM NOMINATION SAMPLE

#### INTEROFFICE MEMORANDUM

TO: [Contracting Officer]

FROM: [Requirements Office]

DATE:

SUBJECT: Nomination of [COR or TM]

Reference: DARS 1.602

Preparer:

I hereby nominate [insert name] as [COR or TM] for [describe requirement]. This request is based on the employee's completion of the following training and experience:

a. TRAINING QUALIFICATIONS

Course Title

Date Completed

FAI COR Mentor Course (prerequisite)

Annual Ethics Training

[List others as appropriate]

Include certificates.

b. TECHNICAL QUALIFICATIONS/EXPERIENCE

Office

Dates

Types of Work Performed or Contracts Administered

[List as appropriate]

c. OTHER CONSIDERATIONS

[List as appropriate]

[Signature]

Copy to:

Nominee's Supervisor

Nominee

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**ATTACHMENT 2  
COR DESIGNATION SAMPLE**

TO: [Designee]

FROM: [Contracting Officer]

SUBJECT: Designation of Contracting Officer's Representative  
Contract Number

References: (a) [Contract # and Contractor's Name]  
(b) DARS 1.602

1. Pursuant to and in accordance with the clause of subject contract, entitled "Contracting Officer's Representative," you are hereby designated to act as the Contracting Officer's Representative (COR) in relation to the services to be provided under subject contract. This designation is personal to you and may not be delegated to others.

**READ YOUR CONTRACT**

2. Your responsibilities grow out of the provisions of references (a) and (b) and are for the period [fill in specific period covered by the designation]. Procedures/guidance are located in the DISA COR/TM Deskbook. Your specific responsibilities are:

a. Training. Take COR and Ethics refresher training annually to keep current on the latest changes in the field of federal acquisition that may affect your performance under this contract.

b. Monitor Technical Progress. Ensure that the Contractor complies with all technical requirements of the work defined in the scope of work either included in or attached to the contract, including technical and monthly status reports, documentation, data, and any other pertinent information. In this connection you must:

(1) Inform the Contracting Officer (CO) in writing of any actual or eminent performance failure by the Contractor.

(2) Inform the CO if you foresee that the contract will not be completed according to schedule.

(3) Ensure that the Government meets its contract obligations to the contractor. This includes, but is not limited to, Government-Furnished Property, Information and/or services called for in the contract, and timely Government comment on or approval of draft contract deliverables as may be required by the contract. This includes accountable property (National Capital Region ADP equipment or other property valued at over \$2,500, excluding software or components) and should accountable property be acquired under this contract you must insure that it is delivered and properly bar-coded by D424 at the DISA HQS Bldg. 15 warehouse.

(4) Inform the CO in writing of any needed **changes** in the narrative scope of work described in the contract, either those required by you or by the Contractor. A purchase request package, (generally to include as a minimum, a DISA Form 94, a DISA Form 1, an IGCE, and a revised SOW) should be initiated by you (or another member of your organization) and processed so that a the contracting officer may modify the contract.

(5) Perform an evaluation of each deliverable specified in the contract under services contracts (DISA Form 245EF) forwarding one copy to the Contractor, retaining one copy, and forwarding the original to the CO. If the dollar value of the contract is over \$1,000,000 you may be given access to the automated past performance information toolkit located at URL: <http://www.disa.mil/D4/pasttool.htm> as an assessor of the Contractor's performance.

c. Monitor administrative and cost aspects.

(1) Inform the CO if you foresee that the Contractor will not be able to complete the required work within the estimated cost or the Not-To-Exceed (NTE) limit under the contract.

(2) In cost contracts, report any indication that costs are being incurred which are not appropriately chargeable to this contract, especially with respect to other direct costs (ODCs) and/or labor hours of on-site contractor personnel doing severable support services.

(3) In cost contracts, if the contract requires prior COR or CO approval for travel or purchase of materials under the contract be sure that it is necessary and prudent. If travel requires prior CO or COR

approval on a cost reimbursable contract, coordinate with the CO on proposed costs and particulars beforehand.

(4) In research and development contracts, verify the Contractor's statement with respect to the development of patentable inventions, submitted pursuant to the patent provisions of the contract.

(5) If applicable, review and coordinate with the CO, any request for substitution of key personnel based on direction provided in the basic contract clause.

d. Monitor subcontracting. If the Contractor does not have an Administrative Contracting Officer (ACO)-approved Purchasing System and he/she is otherwise required to obtain prior CO approval prior to subcontracting, you will provide technical recommendations regarding the qualifications of any proposed subcontracts.

e. Resolve technical differences. All technical questions arising out of the contract that cannot be resolved without additional costs, any proposed alteration or change to the contract scope, and all unresolved differences must be reported in writing to the CO. When these are reported, they should include a report that contains the facts and recommendations pertinent to the question.

f. Assist in contract closeout. Upon completion of the work:

(1) Forward to the CO a statement that the contract work has been satisfactorily completed (for services contracts, this should be a final contract Deliverable Evaluation Report - DISA Form 245, in accordance with DISAI 260-70-3).

(2) Forward to the CO records and documents pertinent to the administration of the contract retained by you during the period of performance.

(3) Forward to the DISA Security Division, Code D16, the following:

- (a) Date that the contract is officially completed.
- (b) Verification that all classified material received or generated by the Contractor has been destroyed or returned to DISA.
- (c) Requests to retain any or all classified material generated under the contract, along with your approval or disapproval.

(d) Notification that any classified material is being transferred to a follow-on contract and the follow-on contract number.

(e) The above information, except item (c), should be forwarded in one single report, as soon as possible but not more than one year, after the official completion date of the contract. Item (c) is expected to occur within a few weeks of contract completion.

g. Maintain working file. Maintain records that sufficiently document contractor performance (see DFARS 215.3). At a minimum, your file must contain the following:

- (1) Copy of this designation letter
- (2) Copy of the contract and all subsequent modifications
- (3) Copy of all correspondence between you and the Contractor.
- (4) Written Memoranda for the Record (MFR) recording in detail, any significant communications between you and the Contractor. For example, records of all meetings, trips, and telephone conversations relating to the contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number. A copy of all actions or correspondence shall be furnished to the CO and all other interested parties having a need to know; consideration must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information

- (5) Copy of each invoice.

h. Past Performance. [OPTIONAL PARAGRAPH can be inserted here if the COR is designated as the past performance assessor.]

(1) You are hereby designated the assessor for the Contractor's performance under this contract.

(2) As such, you will collect past performance information (PPI) and assess the Contractor according to the method/frequency of collection set up by the CO under the basic contract.

(3) Assessments will be done in accordance with FAR Part 42; DFARS Part 242; DARS Parts 42 and the DISA Collecting and Using

Past Performance Information Deskbook, using the DISA Past Performance Tool.

3. Limitations. In connection with the performance of all the above you are NOT:

a. Authorized to negotiate terms or make any agreements or commitments with the Contractor which modify the terms and conditions or the scope of the work contained in the contract, nor;

b. Authorized, REGARDLESS OF RANK OR POSITION, to direct or redirect contract action (only the CONTRACTING OFFICER may do this). This includes allowing or acquiescing to the Contractor's performance of work before the contract or modification is signed or continuation of work after the period over. Such a violation is called an unauthorized commitment.

c. Authorized to perform any other activity prohibited in DFARS 201.6 and DARS 1.602.

d. [CO may insert any additional limitations here.]

4. You are cautioned that if you exceed your authority specified in this delegation letter you may be subject to the full range of statutory and regulatory sanctions and may be held personally liable for these actions.

5. Should you have any questions or concerns regarding this delegation or any other matters that arise in connection with your duties as a COR under this contract please contact your undersigned contracting officer.

6. If you fully understand and agree with the responsibilities and limitations outlined in this designation, sign and request your supervisor countersign the attached designation acknowledgement.

[Signature]

Contracting Officer

Copy to:  
Contractor  
Contract File  
COR's Supervisor



Task Monitor (if applicable)  
DCMC ACO (if applicable)

**COR ACKNOWLEDGMENT:** Please return this last page to the Contracting Officer.

I, \_\_\_\_\_, have read the above COR designation letter for Contract [contract #] and fully understand my responsibilities and limitations. I further understand that my performance as a COR will be evaluated and documented on an annual basis by my supervisor on DISA Form 208 (DISA Performance Workplan and Appraisal). I certify that I have taken the required on-line FAI COR Mentor and DISA's Annual Ethics Training courses. In addition, I certify that I will take the mandatory annual refresher which includes any 6 of the 18 modules contained in the on-line FAI COR Mentor course unless otherwise directed by the contracting officer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUPERVISOR ACKNOWLEDGEMENT:**

I, \_\_\_\_\_, have read the above COR designation letter and fully understand, support, and approve my employee's responsibilities and limitations as a COR under the above referenced contract. In accordance with DARS 1.6, I will ensure their COR responsibilities and limitations are addressed in their job description and develop an additional critical element (DISA Form 208) which will become part of their annual performance evaluation.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

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**ATTACHMENT 3  
TM DESIGNATION SAMPLE**

TO: [Designee]

FROM: [Contracting Officer]

SUBJECT: Designation of Task Monitor  
[Contract Number and Order Number]

References: (a) [Contract #; Contractor's Name; and Order #]  
(b) DARS 1.602

1. Pursuant to and in accordance with the statement titled "Task Monitor" in the subject contract, you are hereby designated to act as the Task Monitor (TM) in relation to the services to be provided under subject order. This designation is personal to you and may not be delegated to others.

**READ YOUR CONTRACT AND YOUR TASK ORDER**

2. Your responsibilities grow out of the provisions of references (a) and (b) and are for the period [fill in specific period covered by the designation]. Procedures guidance are located in the DISA COR/TM Deskbook. Your specific responsibilities are:

a. Training. Take COR/TM and Ethics refresher training annually to keep current on the latest changes in the field of federal acquisition that may affect your performance under this order.

b. Monitor Technical Progress. Ensure that the Contractor complies with all technical requirements of the work defined in the scope of work either included in or attached to the order, including technical and monthly status reports, documentation, data, and any other pertinent information. In this connection you must:

(1) Inform the Contracting Officer (CO) in writing of any actual or eminent performance failure by the Contractor.

(2) Inform the CO if you foresee that the order will not be completed according to schedule.

(3) Ensure that the Government meets its contract obligations to the contractor. This includes, but is not limited to, Government-Furnished Property, Information and/or services called for in the contract or order, and timely Government comment on or approval of draft deliverables as may be required by the contract or order. This includes accountable property (National Capital Region ADP equipment or other property valued at over \$2,500, excluding software or components) and should accountable property be acquired under this contract or order you must insure that it is delivered and properly bar-coded by D424 at the DISA HQS Bldg. 15 warehouse.

(4) Inform the CO in writing of any needed **changes** in the narrative scope of work described in the order, either those required by you or by the Contractor. A purchase request package, (generally to include as a minimum, a DISA Form 94, a DISA Form 1, an IGCE, and a revised SOW) should be initiated by you (or another member of your organization) and processed so that a the contracting officer may modify the order.

(5) Perform an evaluation of each deliverable specified in the order under services contracts (DISA Form 245EF) forwarding one copy to the Contractor, retaining one copy, and forwarding the original to the CO. If the dollar value of the contract is over \$1,000,000 you may be given access to the automated past performance information toolkit located at URL: <http://www.disa.mil/D4/pasttool.htm> as an assessor of the Contractor's performance under this order.

c. Monitor administrative and cost aspects.

(1) Inform the CO if you foresee that the Contractor will not be able to complete the required work within the estimated cost or the Not-To-Exceed (NTE) limit under the order.

(2) In cost contracts, report any indication that costs are being incurred which are not appropriately chargeable to this order, especially with respect to other direct costs (ODCs) and/or labor hours of on-site contractor personnel doing severable support services.

(3) In cost contracts, if the order requires prior TM or CO approval for travel or purchase of materials under the contract or order be sure that it is necessary and prudent. If travel requires prior

CO or TM approval on a cost reimbursable order, coordinate with the CO on proposed costs and particulars beforehand.

(4) If this is a research and development order, verify the Contractor's statement with respect to the development of patentable inventions, submitted pursuant to the patent provisions of the contract.

(5) If applicable, review and coordinate with the CO, any request for substitution of key personnel based on direction provided in the basic contract clause.

d. Monitor subcontracting. If the Contractor does not have an Administrative Contracting Officer (ACO)-approved Purchasing System and he/she is otherwise required to obtain prior CO approval prior to subcontracting, you will provide technical recommendations regarding the qualifications of any proposed subcontracts.

e. Resolve technical differences. All technical questions arising out of the order that cannot be resolved without additional costs, any proposed alteration or change to the scope, and all unresolved differences must be reported in writing to the CO. When these are reported, they should include a report that contains the facts and recommendations pertinent to the question.

f. Assist in closeout. Upon completion of the work:

(1) Forward to the CO a statement that the work under the order has been satisfactorily completed (for services, this should be a final contract Deliverable Evaluation Report - DISA Form 245, in accordance with DISAI 260-70-3).

(2) Forward to the CO records and documents pertinent to the administration of the order retained by you during the period of performance.

(3) Forward to the DISA Security Division, Code D16, the following:

- (a) Date that the order is officially completed.
- (b) Verification that all classified material received or generated by the Contractor has been destroyed or returned to DISA.
- (c) Requests to retain any or all classified material generated under the order, along with your approval or disapproval.

(d) Notification that any classified material is being transferred to a follow-on contract or order and the follow-on contract number.

(e) The above information, except item (c), should be forwarded in one single report, as soon as possible but not more than one year, after the official completion date of the order. Item (c) is expected to occur within a few weeks of order completion.

g. Maintain working file. Maintain records that sufficiently document contractor performance (see DFARS 215.3). At a minimum, your file must contain the following:

(1) Copy of this designation letter

(2) Copy of the contract, order and all subsequent modifications

(3) Copy of all correspondence between you and the Contractor.

(4) Written Memoranda for the Record (MFR) recording in detail, any significant communications between you and the Contractor. For example, records of all meetings, trips, and telephone conversations relating to the order. Each MFR, other similar records, and all correspondence relating to the order shall cite the contract number and order number. A copy of all actions or correspondence shall be furnished to the CO and all other interested parties having a need to know; consideration must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information

(5) Copy of each invoice.

h. Past Performance. [OPTIONAL PARAGRAPH can be inserted here if the TM is designated as the past performance assessor.]

(1) You are hereby designated the assessor for the Contractor's performance under this order.

(2) As such, you will collect past performance information (PPI) and assess the Contractor according to the method/frequency of collection set up by the CO under the basic contract.

(3) Assessments will be done in accordance with FAR Part 42; DFARS Part 242; DARS Parts 42 and the DISA Collecting and Using Past Performance Information Deskbook, using the DISA Past Performance Tool.

7. Limitations. In connection with the performance of all the above you are NOT:

a. Authorized to negotiate terms or make any agreements or commitments with the Contractor which modify the terms and conditions or the scope of the work contained in the order, nor;

b. Authorized, REGARDLESS OF RANK OR POSITION, to direct or redirect action (only the CONTRACTING OFFICER may do this). This includes allowing or acquiescing to the Contractor's performance of work before the order or modification is signed or continuation of work after the period over. Such a violation is called an unauthorized commitment.

c. Authorized to perform any other activity prohibited in DFARS 201.6 and DARS 1.602.

d. [CO may insert any additional limitations here.]

8. You are cautioned that if you exceed your authority specified in this delegation letter you may be subject to the full range of statutory and regulatory sanctions and may be held personally liable for these actions.

9. Should you have any questions or concerns regarding this delegation or any other matters that arise in connection with your duties as a TM under this contract please contact your undersigned contracting officer.

10. If you fully understand and agree with the responsibilities and limitations outlined in this designation, sign and request your supervisor countersign the attached designation acknowledgement.

[Signature]

Contracting Officer

Copy to:  
Contractor

Order File  
TM's Supervisor  
COR  
DCMC ACO (if applicable)

**TM ACKNOWLEDGMENT:** Please return this last page to the Contracting Officer.

I, \_\_\_\_\_, have read the above TM designation letter for [contract #, order #] and fully understand my responsibilities and limitations. I further understand that my performance as a TM will be evaluated and documented on an annual basis by my supervisor on DISA Form 208 (DISA Performance Workplan and Appraisal). I certify that I have taken the required on-line FAI COR Mentor and DISA's Annual Ethics Training courses. In addition, I certify that I will take the mandatory annual refresher which includes any 6 of the 18 modules contained in the on-line FAI COR Mentor course unless otherwise directed by the contracting officer.

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Signature

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Date

**SUPERVISOR ACKNOWLEDGEMENT:**

I, \_\_\_\_\_, have read the above TM designation letter and fully understand, support, and approve my employee's responsibilities and limitations as a TM under the above referenced contract/order. In accordance with DARS 1.6, I will ensure their TM responsibilities and limitations are addressed in their job description and develop an additional critical element (DISA Form 208) which will become part of their annual performance evaluation.

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Signature/Title

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Date

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## **ATTACHMENT 4**

### **Sample Award Fee Process**

Within the first week following each award fee period the Government will meet, determine a performance score for each of the rating categories, and create a detailed narrative Contractor Performance Evaluation Report (see DFARS 216.470) to support these scores.

Within the subsequent week, the COR will provide the narrative Contractor Performance Evaluation with "tentative" scores in each category simultaneously to the Contracting Officer and the Contractor for review. At the end of this week, the Contractor will be invited to attend an Award Fee Panel meeting, to include the Contractor, the COR, the Contracting Officer, and any other participants invited or approved by the Government. At this panel, the Contractor may do a brief presentation, maximum of 20-minutes, of his/her accomplishments and problems, if any. Next the Government's narrative Contractor Performance Evaluation Report will be discussed and the contractor will be given an opportunity to question or get clarification of specific issues. At the end of the discussion, the Government will briefly caucus, and will then provide the Contractor with the "final" award fee score(s). These scores, when multiplied by the current period weighting are then totaled to obtain a total weighted score. This result will then be applied to the available award fee for the period to obtain the award fee amount for the period. [If the contractor agrees on the spot he will provide some sort of indication that he/she has accepted the rating.]

During the Government caucus, the Government will decide whether to change the weighting of the evaluation factors for future evaluation periods and provide this information to the contractor at the end of this same panel meeting. These revised weights will be formalized in writing by incorporating them into the resulting award fee modification. This change will be to the award fee plan (if an attachment) or to the award fee clause (if a clause in the contract).

Within one week after the Award Fee Panel meeting the Contracting Officer will issue a unilateral modification to the contract incorporating the award fee into the contract, thus making it available for payment.

If the Contractor decides to appeal the determination, the appeal must be made in writing within one week of the Panel meeting and shall provide a narrative to the COR with a copy to the Contracting Officer.



After considering and investigating this appeal, the Contracting Officer will then issue a unilateral modification to incorporate award fee as originally determined or with an appropriate adjustment, neither of which is subject to the "Disputes" Clause.

Sample Award Fee Evaluation Criteria:

Cost

Schedule

Quality/Effectiveness

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